UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

ADNAN JAWAD,
individually and on behalf of
all similarly-situated persons,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

Case No. 4:14-cv-11151
Hon. Mark A. Goldsmith

_____/

Kassem M. Dakhlallah (P70842)
AT LAW GROUP PLLC
Attorney for Plaintiff
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_____/

There is no other pending or resolved civil action in this Court arising out of the same transaction or occurrence alleged in this Complaint.

/s/ Kassem M. Dakhlallah

FIRST AMENDED CLASS ACTION COMPLAINT

NOW COMES the Plaintiff, ADNAN JAWAD ("Plaintiff"), and Class members, by and through their attorneys, AT LAW GROUP, PLLC, and for their First Amended Class Action Complaint against the Defendant, GENERAL MOTORS LLC ("Defendant"), state as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Adnan Jawad is an individual residing in the City of Dearborn, County of Wayne, State of Michigan.

2. Defendant General Motors LLC ("GM" or "Defendant") is a Delaware limited liability company with its headquarters located in the City of Detroit, County of Wayne, State of Michigan, and that does business in the Eastern District of Michigan.

3. This is a class action lawsuit brought in diversity between the Class of Plaintiffs and Defendant GM, wherein jurisdiction lies under 28 U.S.C. § 1332.

4. This class action lawsuit is properly before this Court under 28 U.S.C. § 1332(d) because there are more than 100 class members and the amount in controversy is greater than $5,000,000.00.

5. Venue is proper in this Court under 28 U.S.C. §1392(b) because a substantial number of the events and occurrences giving rise to this action occurred in the Eastern District of Michigan and because a number of the Plaintiffs are located within the Eastern District of Michigan.

CLASS ACTION ALLEGATIONS

6. Plaintiff incorporates all previous allegations by reference as if fully restated herein.

7. Plaintiff brings this action on behalf of a Class of individuals who are owners or lessees of certain motor vehicles manufactured by GM.

8. The Class is defined as all individuals who owned or leased any of the following GM vehicles as of February 7, 2014:

a. 2005-2007 Chevrolet Cobalt;

b. 2006-2007 Chevrolet HHR;

c. 2005-2006 Pontiac Pursuit;

d. 2006-2007 Pontiac Solstice;

e. 2007 Pontiac G5;

f. 2003-2007 Saturn Ion; and

g. 2007 Saturn Sky.

("Defective GM Vehicles").

9. The Class is numerous, currently estimated by GM as being greater than one million individuals. Accordingly, joinder is impracticable.

10. Questions of law and/or fact predominate among all members of the Class in that any legal and/or factual issues relating to the rights of Plaintiff as an individual will be equally applicable to any and all Class members. The allegations are class-wide: GM manufactured and sold the Defective GM Vehicles that Plaintiff and all class members purchased; GM knew of the defects and took steps to conceal the defects from Plaintiff and all class members; Plaintiff and the other members of the Class suffered damages in the form of diminution of value of the Defective GM Vehicles.

11. Plaintiff's claims are typical of the claims of the other members of the Class because he is the owner of a Defective GM Vehicle manufactured by GM and has suffered diminution in value as a result of GM's acts and omissions.

12. Plaintiff will fairly and adequately represent the interests of the Class because: (a) he understands his duties and is willing and able to represent the proposed class; (b) he has every incentive to pursue this action to a successful conclusion; (c) his interests are not in any way antagonistic to those of the other class members; and (d) he has engaged qualified counsel

to represent him.

13. The maintenance of a class action is superior to other available methods of adjudication in promoting the convenient administration of justice because, *inter alia*:

a. the prosecution of separate actions would create a risk of inconsistent or varying adjudications with respect to individual members of the class that would confront Defendant with incompatible standards of conduct;

b. the prosecution of separate actions would create a risk of adjudications with respect to individual members of the class that would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests;

c. final declaratory and equitable relief is appropriate with respect to the class;

d. the action will be manageable as a class action;

e. in view of the complexity of the issues and the expense of litigation the separate claims of individual class members are insufficient in amount to support separate actions;

f. it is probable that the amount which may be recovered by individual class members will be large enough in relation to the expense and effort of administering the action to justify a class action; and

g. individual class members do not have a significant interest in controlling the prosecution or defense of separate actions.

14. The Plaintiff Class is proper for certification under Fed. R. Civ. P. 23.

FACTUAL ALLEGATIONS

15. Plaintiff incorporates all previous allegations by reference as if fully restated herein.

16. Plaintiff is the owner of a 2007 Chevrolet Cobalt.

17. On February 7, 2014, GM filed a Defect Notice with the National Highway

Traffic Safety Administration to recall 2005-2007 Chevrolet Cobalt and 2007 Pontiac G5 vehicles. The Defect Notice stated in relevant part:

> General Motors has decided that a defect, which relates to motor vehicle safety, exists in 2005-2007 model year Chevrolet Cobalt and 2007 Pontiac G5 vehicles. The ignition switch torque performance may not meet General Motors' specification. If the torque performance is not to specification, and the key ring is carrying added weight or the vehicle goes off road or experiences some other jarring event, the ignition switch may inadvertently be moved out of the "run" position. The timing of the key movement out of the "run" position, relative to the activation of the sensing algorithm of the crash event, may result in the airbags not deploying, increasing the potential for occupant injury in certain kinds of crashes. Until this correction is performed, customers should remove non-essential items from their key ring.

See **Exhibit A – February 7, 2014 Defect Notice**.

18. According to GM's February 7, 2014 Defect Notice, the defect affects 619,122 vehicles. **Exhibit A**.

19. On February 24, 2014 GM filed an Amended Defect Notice with the National Highway Traffic Safety Administration which expanded the recall to include all of the Defective GM Vehicles in the definition set forth above. See **Exhibit B – February 24, 2017 Defect Notice**.

20. According to the February 24, 2014 Defect Notice, GM was aware of the defects in the Defective GM Vehicles since 2004. GM Actively sought to cover up the defects while touting vehicle safety to its prospective customers – the Class members. All the while, GM had information that the Defective GM Vehicles were involved in crashes leading to fatalities, and did nothing to correct the problems or even to warn the public.

21. GM's proposed recall sets forth no specific dates and provides no specific actions as to what GM will do to cure the defects.

22. Although GM had knowledge that there were many instances of sudden engine power loss and non-deployment of airbags associated with the ignition switch failure in the Defective GM Vehicles, GM did not attempt to cure the defects until 10 years after it first learned of them – and not until there were over a million Defective GM Vehicles on the road. GM should have taken swift and decisive corrective action to cure the defect ten years ago when it learned of the problem.

23. The defect in the Defective GM Vehicles has created doubt in the minds of the public about GM's ability to manufacture safe and properly-functioning vehicles that hold their value. Thus, the resale value of GM vehicles has been diminished.

24. Further, given that GM knew about and covered up the defects for ten years, the public is rightfully skeptical that the information it is receiving about the defects is full and forthright. That is, GM continued to cover up the defects and manufacture and sell the Defective GM Vehicles even after knowing that people had been injured and had died as a result of its actions. Given this information, it is dubious that GM is now disclosing the full extent of the defects in its vehicles. This has further eroded the value of Plaintiff's vehicle and the vehicles of the Class members.

25. In addition, Plaintiff and some Class members have used their vehicles less than they otherwise would have due to their fear of being in an accident due to the defects.

26. Plaintiffs seek damages suffered by the Class as a result of GM's conduct, including but not limited to: (a) loss of use of the vehicles; (b) reimbursement of out of pocket costs for, among other things, alternative transportation, prior repairs, etc.; (c) diminution in resale value of the vehicles; and (d) an increased risk of physical harm.

27. Plaintiffs also seeks injunctive relief including: (a) repairs to remove the dangerous condition; (b) an extension of warranty coverage covering components of the ignition switch system; and (c) individual notice to each owner effected by the ignition switch recall disclosing the full extent of the dangerous condition in detail.

COUNT I
NEGLIGENCE

28. Plaintiff re-alleges and incorporates all previous allegations as if fully restated herein.

29. At all times Plaintiff properly used and maintained his Defective GM Vehicle.

30. GM designed, manufactured, tested, inspected, marketed, labeled and sold the Defective GM Vehicles which were intended to be used as a safe and reliable method of transportation, but was inadequate and unsafe for its purpose.

31. GM owed Plaintiff a duty of care in the design, manufacture, testing, inspection, marketing, labeling and sale of its products.

32. At all times material and relevant to this Complaint, GM breached its duties to Plaintiff in the following ways:

a. Failure to exercise reasonable care in designing the Defective GM Vehicles;

b. Failure to exercise reasonable care in manufacturing the Defective GM Vehicles;

c. Failure to prevent or adequately reduce the risk of ignition switch failure in the Defective GM Vehicles;

d. Failure to adequately warn users of the risk of injury associated with the Defective GM Vehicles;

e. Failure to adequately warn learned intermediaries of the risk of injury associated with the Defective GM Vehicles;

f. Failure to adequately test the Defective GM Vehicles to evaluate the hazards associated with it;

g. Failure to issue a recall sufficient to prevent Plaintiff from receiving the Defective GM Vehicle after knowledge of the defect;

h. Any and all other negligence that becomes known throughout the course of litigation.

33. Each of the aforesaid acts and omissions of GM was a legal cause of Plaintiff's damages.

34. As a direct and proximate result of GM's conduct, Plaintiff and the Class members suffered the injuries and compensable damages set forth in the Damages section below.

35. At all times material and relevant, Plaintiff was free of comparative negligence.

COUNT II

BREACH OF IMPLIED WARRANTY/STRICT LIABILITY

36. Plaintiff re-alleges and incorporates all previous allegations as if fully restated herein.

37. The Defective GM Vehicles was defective at the time it left GM's control and was not reasonably safe for the reasonably foreseeable uses to which it would be used.

38. GM is in the business of manufacturing, designing, distributing, selling and/or supplying into the stream of commerce the Defective GM Vehicles.

39. At the time GM designed, manufactured, marketed, sold, and/or distributed Defective GM Vehicles for use by Plaintiff, GM knew of the use for which Defective GM Vehicles was intended and impliedly warranted the product to be of merchantable quality and safe for such use.

40. Plaintiff reasonably relied upon the skill and judgment of GM as to whether Defective GM Vehicles was of merchantable quality and safe for its intended use and upon GM's implied warranty as to such matters.

41. GM breached its implied warranty in the design of Defective GM Vehicles such that the damages suffered by Plaintiff was foreseeable by GM, the likelihood of the occurrence of the damage suffered by Plaintiff was foreseeable by GM at the time it distributed Defective GM Vehicles, there was a reasonable alternative design available, and such alternative design was practicable and would have reduced the foreseeable risk of harm posed by GM's product, and the omission of the available and practicable reasonable alternative design rendered GM's product not reasonably safe for use by a consumer.

42. GM breached its implied warranty in the manufacturing of Defective GM Vehicles such that the Defective GM Vehicles product was unreasonably dangerous, not fit for the ordinary purpose for which it was intended, and not manufactured in such a way to eliminate unreasonable risks of foreseeable injury. Furthermore, GM failed to make reasonable inspections or conduct adequate testing of Defective GM Vehicles. And, after knowing of the problems associated with the Defective GM Vehicles, GM took no action for ten years to cure the defects.

43. GM breached its implied warranty in the labeling of Defective GM Vehicles such that GM knew or should have known that the product was unreasonably dangerous and created significant risks of serious harm and/or death, yet it failed to provide adequate warnings to consumers of such significant risks of serious harm and/or death.

44. The Defective GM Vehicles manufactured, designed, sold, distributed, supplied, and/or placed in the stream of commerce by GM was defective in its manufacture, construction, design and labeling as described above at the time it left GM's control.

45. As a direct and proximate result of Plaintiff's purchase, use and ownership of Defective GM Vehicles as manufactured, designed, sold, supplied and introduced into the stream of commerce by GM, Plaintiff has suffered harm, damages and economic loss and will continue to suffer such harm, damages and economic loss in the future.

46. The defects then present were a legal and/or proximate cause of Plaintiff's harm, damages and economic loss.

47. Plaintiff did not know that the Defective GM Vehicles was defective and dangerous until after he owned it.

48. As a direct and proximate result of GM's conduct, Plaintiff and the Class members suffered the injuries and compensable damages set forth in the Damages section below.

COUNT III

BREACH OF IMPLIED CONTRACT

49. Plaintiff re-alleges and incorporates all previous allegations as if fully restated herein.

50. The Defective GM Vehicles were defective at the time they left GM's control and were not reasonably safe for the reasonably foreseeable uses to which it would be used.

51. The essential elements of an implied contract are an offer, acceptance, and consideration. The existence and terms of the contract are implied by the conduct of the parties.

52. An offer, acceptance, and consideration for the sale of vehicles existed, evidenced by the fact that Plaintiff and the Class paid money to GM in exchange for vehicles. The act of exchanging money for vehicles was an offer and acceptance. The money and vehicles constituted consideration.

53. An implied term of the sale was that GM would provide vehicles that did not contain an unreasonably dangerous defect. There was a meeting of the minds regarding the absence of unreasonably dangerous defect.

54. GM's intent to provide safe vehicles was evidenced by, among other things, its advertising and marketing materials emphasizing the safety qualities of its vehicles.

55. The absence of unreasonably dangerous defects was a material term to the contracts. Plaintiff and the Class members would not have purchased the vehicles, or would not have paid the purchase price had they known of the ignition switch defect.

56. GM breached the implied terms of their contracts by providing vehicles that contained unreasonably dangerous defects.

57. As a direct and proximate result of GM's conduct, Plaintiff and the Class members suffered the injuries and compensable damages set forth in the Damages section below.

COUNT IV

BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

58. Plaintiff re-alleges and incorporates all previous allegations as if fully restated herein.

59. GM knew at the time they sold vehicles to the Plaintiffs that such vehicles would be used for the specific purpose of, among other things, providing safe transportation.

60. GM knew at the time they sold vehicles to the Plaintiff and the Class members that those individuals chose to buy their vehicles from GM at least in part because of the reputation of GM cars and trucks as safe vehicles with high resale value, as compared to cars and trucks manufactured by GM's competitors.

61. GM knew that Plaintiff and the Class members were relying on GM's skill and judgment in furnishing and/or recommending vehicles that were purportedly suitable for providing safe transportation and that enjoyed high resale value, as compared to cars and trucks manufactured by GM's competitors.

62. Defendant GM breached the implied warranty of fitness for a particular purpose because the Defective GM Vehicles contained an unreasonably dangerous condition and were not suitable for providing safe transportation. Likewise, the unreasonably dangerous condition of the vehicles has resulted in a substantial diminishment in the resale value of those vehicles.

63. As a direct and proximate result of GM's conduct, Plaintiff and the Class members suffered the injuries and compensable damages set forth in the Damages section below.

DAMAGES

64. Plaintiff and the Class members seek damages suffered as a result of GM's conduct, including but not limited to:

(a) loss of use of the vehicles;

(b) reimbursement of out of pocket costs for, among other things, alternative transportation, prior repairs to defective ignition switches; and

(c) diminution in value of the vehicles.

INJUNCTIVE RELIEF

65. Plaintiff and the Class members seek injunctive relief, including but not limited to:

(a) repairs to remove the dangerous defect;

(b) an extension of warranty coverage covering components of the ignition system; and

(c) individual and detailed notice to each owner affected by the dangerous defect, which includes instructions to the owner or lessor to park the vehicle and order that GM pay for a rental car while the necessary repairs are conducted.

REQUESTED RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that this Honorable Court enter an Order:

A. Certifying the proposed Class under Fed. R. Civ. P. 23(b)(2) and (3) and appointing Plaintiff and Plaintiff's counsel to represent the Class;

B. Finding that Defendant is liable under all legal claims asserted herein;

C. Awarding damages to the Class under the claims set forth herein and all other available claims, including compensatory and consequential damages as set forth above, exemplary damages, punitive damages, and any other damages provided under the law;

D. Ordering injunctive relief as set forth above;

E. Awarding attorneys' fees and litigation costs; and

F. Awarding any other legal or equitable relief as justice so requires.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Respectfully Submitted,

AT LAW GROUP PLLC

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Dated: March 19, 2014.